
CITY OF SAN ANTONIO PURCHASING & GENERAL SERVICES DEPARTMENT

Issued By: JM
BID NO.: A1029-06

Date Issued: May 3, 2005
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FORMAL INVITATION FOR BIDS
ANNUAL CONTRACT FOR LAWN MAINTENANCE FOR THE FLOOD BUY OUT PROPERTIES

Sealed bids in triplicate, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, will be received at the City Clerk, City Hall until 2:00 P.M. Central Time **MAY 20, 2005**.

The City of San Antonio Purchasing Department is willing to assist any bidder(s) in the interpretation of bid provisions or explanation of how bid forms are to be completed. Assistance may be received by visiting the Purchasing Office in the City Hall Annex, 131 W. Nueva, or by calling (210) 207-7260.

It is the policy of the City of San Antonio to involve qualified Small, Minority, Woman-owned, and local business in construction, procurement, professional services, and leases and concessions contracting. The City of San Antonio has established the following minority business enterprise (MBE), woman business enterprise (WBE), African-American business enterprise (AABE), and small business enterprise (SBE) utilization goals:

MBE Goal: 15% WBE Goal: 10%
AABE Goal: 3% SBE Goal: 50%

This invitation includes the following:

Invitation for Bids

Specifications and General Requirements

Terms and Conditions of Invitation for Bids

Price Schedule

The undersigned, by his/her signature, represents that he/she is authorized to bind the Bidder to fully comply with the Specifications and General Requirements for the amount(s) shown on the accompanying bid sheet(s). By signing below, Bidder has read the entire document and agreed to the terms therein.

Signer's Name: _____ Firm Name: _____
(Please Print or Type)

Address: _____

Signature of Person Authorized to Sign Bid _____ City, State, Zip Code: _____

Email Address: _____ Telephone No.: _____

Fax No.: _____

Please complete the following:

Prompt Payment Discount: _____% _____ days. (If no discount is offered, Net 30 will apply.)

Please check the following blanks which apply to your company:

Ownership of firm (51% or more):

___ Non-minority ___ Hispanic ___ African-American ___ Other Minority (specify) _____

___ Female Owned ___ Handicapped Owned ___ Small Business (less than \$1 million annual receipts or 100 employees)

Indicate Status: ___ Partnership ___ Corporation ___ Sole Proprietorship ___ Other (specify) _____

Tax Identification Number: _____ Social Security Number: _____ - _____ - _____

FOR CITY USE ONLY

AWARD

Items Accepted:	Ordinance No:	Date:	Amount:
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Approved: _____

CITY OF SAN ANTONIO

TERMS AND CONDITIONS OF INVITATION FOR BIDS**READ CAREFULLY****1. GENERAL CONDITIONS**

Bidders are required to submit their bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, state and federal statutes. Any bid, after being opened, becomes subject to the Open Information Act, Government Code Chapter 552, therefore bidders must clearly indicate any portion of the submitted bid that the bidder claims is not subject to public inspection under the Open Information Act.
- (d) No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall benefit financially, directly or indirectly, in the sale to the City of any materials, supplies or services, except on behalf of the City as an officer or employee. This prohibition extends to the City Public Service Board, San Antonio Water System, and all City boards and commissions other than those which are purely advisory. In this instance a City employee is defined as any employee of the City who is required to file a financial involvement report pursuant to the City's ethics ordinance.

2. PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished or the bid may be deemed non responsive. The bidder shall print or type name and manually sign the Invitation for Bids.
- (b) Where there is a discrepancy between the unit price and the extended price, the unit price shall prevail.
- (c) Any bid that is considered for award on an "all or none" basis must include a price quote for all units or line items. Any bid that is considered for award by each unit or line item must include a price for each unit or line item for which the bidder wishes to be considered. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the City.
- (d) Alternate bids may be allowed at the sole discretion of the City.
- (e) Bidders will neither include federal taxes nor State of Texas limited sales excise and use taxes in bid prices since the City of San Antonio is exempt from payment of such taxes. An exemption certificate will be signed by City where applicable upon request by bidder.

3. DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Each bid must clearly identify the proposed product, the quantity of the product, model, and type, as applicable. Prorata adjustments to packaging and pricing may be allowed at the sole discretion of the City.

4. ASSURANCE OF COMPLIANCE - EQUAL EMPLOYMENT OPPORTUNITY AND SMALL AND/OR MINORITY BUSINESS ADVOCACY REQUIREMENTS

It is the policy of the City of San Antonio that Small and/or Minority Business Enterprises shall have the maximum practicable opportunity to participate in the performance of public contracts. Bidder agrees that if this bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap or political belief or affiliation. In addition, bidder agrees, by submittal of this bid, that he/she will abide by all applicable terms and provisions of this Nondiscrimination Clause and the Small Business Advocacy Clause. These clauses are available in the City's Department of Economic and Employment Development and the City Clerk's Office.

5. SAMPLES, DEMONSTRATIONS AND TESTING

At the City's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested prior to award of the contract, upon delivery and/or at any point during the term of resulting contract. After notification, samples, demonstrations and/or testing must be provided within **ten** days. Failure to provide samples prior to award of contract will disqualify bidder from consideration. All samples (including return thereof), demonstrations and/or testing shall be at the expense of the bidder. Samples will be returned upon request; otherwise, samples will become property of the City of San Antonio, **ten** days after award of the contract.

6. SUBMISSION OF BIDS

- (a) **Bids in triplicate** shall be enclosed in sealed envelopes addressed to the City Clerk, City of San Antonio. The name and address of bidder, the date and hour of the bid opening, bid number and title of the bid solicitation shall be marked on the outside of the envelope(s).
- (b) Bids must be submitted on the forms furnished. Facsimile bids must be submitted in accordance with Par. 6 (a) above. Bids, however, may be modified provided such modifications are sealed and received by the City Clerk prior to the time and date set for the bid opening. However, the City of San Antonio shall not be responsible for lost or misdirected bids or modifications.
- (c) By submittal of this bid, bidder certifies to the best of his/her knowledge that all information is true and correct.

7. REJECTION OF BIDS

- (a) The City may reject a bid if:
 - 1. The bidder misstates or conceals any material fact in the bid; or
 - 2. The bid does not strictly conform to law or the requirements of the bid;
 - 3. The bid is conditional, except that the bidder may qualify the bid for acceptance by the City on an "All or None" basis or a "Low Item" basis. An "All or None" basis bid must include all items upon which bids are invited.
- (b) In the event that a bidder is or subsequently becomes delinquent in the payment of his, her or its City taxes, including state and local sales taxes, such fact shall constitute grounds for rejection of the bid, or if awarded the bid, for cancellation of the contract. However, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent bidder as a result of such contract.
- (c) The City may, however, reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid unless the bid has been qualified as provided in Par. 7 (a) 3 above. The City at its sole discretion may also waive any minor informalities or irregularities in any bid, to include failure to submit sufficient bid copies, failure to submit literature or similar attachments, or business affiliation information.

8. WITHDRAWAL OF BIDS

Bids may not be withdrawn after the time set for the bid opening, unless approved by the City Council.

9. LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered.

10. CLARIFICATION TO BID SPECIFICATIONS

- (a) If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, other bid documents, or any part thereof, he/she may submit to the City Director of Purchasing on or before seven calendar days prior to scheduled opening, a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving bids. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objections to the specifications and requirements as set forth in this bid must be filed in writing with the Director of Purchasing on or before **seven** calendar days prior to the scheduled opening.
- (b) The City reserves the right to request clarification to assist in evaluating the bidder's response when the bid response is unclear with respect to product pricing, packaging or other factors. The information provided is not intended to change the bid response in any fashion and such information must be provided within **two** days from request.

11. DISCOUNTS

- (a) Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business (minimum ten days).
- (b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services, or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

12. AWARD OF CONTRACT

- (a) Per Section § 252.043 of the Texas Local Government Code, the contract will be awarded to either the lowest responsible bidder or to the bidder who provides goods and/or services at the best value for the City. In determining best value, the City may consider price, reputation, quality, past relationship with City, SBEDA requirements, long term cost and any other relevant factors.
- (b) The City reserves the right to accept any item or group of items on this bid, unless the bidder qualifies his/her bid by specific limitations. Re Par.7 (a) 3 above.
- (c) A written award of acceptance (manifested by a City Ordinance) and appropriation mailed or otherwise furnished to the successful bidder results in a binding contract without further action by either party.
- (d) The City of San Antonio reserves the right to utilize previous purchases as a basis for evaluation of bids when future usages are unable to be determined.
- (e) Breaking of tie bids shall be in accordance with the Texas Local Government Code § 271.901.
- (f) Although the information furnished to bidders specified the approximate quantities needed, based on the best available information where a contract is let on a unit price basis, payment shall be based on the actual quantities supplied. The City reserves the right to delete items, prior to the awarding of the contract, and purchase said items by other means; or after the awarding of the contract, to increase or decrease the quantities bid in accordance with § 252.048 of the Texas Local Government Code. No changes shall be made without written notification of the City.

13. CONTRACT TERMINATION

TERMINATION-BREACH:

- (a) Should vendor fail to fulfill in a timely and proper manner, as determined solely by the Director of Purchasing & General Services, its obligations under this contract, or violate any of the terms of this contract, the City

shall have the right to immediately terminate the contract. Notice of termination shall be provided in writing to the contractor, effective upon the date set forth in the notice. Such termination shall not relieve the vendor of any liability to the City for damages sustained by virtue of any breach by the vendor.

TERMINATION-NOTICE:

- (b) Either party may cancel the contract at any time after award. The City shall be required to give the vendor notice **thirty** days prior to the date of cancellation of the contract. The vendor shall be required to give the City written notice **sixty** days prior to the date of cancellation of the contract.

TERMINATION-FUNDING:

- (c) City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

14. DELIVERY OF GOODS/SERVICES

- (a) All materials are to be delivered F.O.B., City of San Antonio's designated facility.
- (b) Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of the bid. Unless otherwise specified, delivery at the earliest date is required. The bidder will clearly state in the bid the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required", "as soon as possible" or "prompt" may result in disqualification of the bid.
- (c) Upon award of a contract, the vendor is obligated to deliver the goods to the destination specified in the Invitation for Bids or the Purchase Order and bears the risk of loss until delivery. If this Invitation for Bids or Purchase Order does not contain delivery instructions, bidders shall request instructions in writing from the Director of Purchasing. If the delivery instructions contained in the Invitation for Bids allocate delivery costs and risks in a manner contrary to this section, the provisions of this Invitation for Bids shall prevail.
- (d) When delivery is not met as provided for in the contract, the Purchasing Department reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the vendor to meet the contract delivery dates will be cause for removal of the vendor from the City's list of eligible bidders as determined by the Purchasing & General Services Department.

15. PERFORMANCE DEPOSIT

- (a) The following provisions shall apply only when a performance deposit is specified as required in this Invitation for Bids.
- (b) The successful vendor must furnish the City of San Antonio with a performance deposit in the amount set forth in the Invitation For Bids. This deposit is not to be submitted with the bid, but must be presented to the Purchasing & General Services Department within **ten** days from request.
- (c) The City of San Antonio will not enter into a contract or issue a purchase order until the successful vendor has complied with the performance deposit provisions.
- (d) The performance deposit shall be in the form of a performance bond (in a form acceptable to the City Attorney), cashier's check, certified check upon a state or national bank or trust company, or a check on such bank or trust company signed by a duly authorized officer thereof (checks to be drawn payable to the City of San Antonio), or a Certificate of Deposit from such bank or trust company assigned to the City of San Antonio, or an irrevocable letter of credit from a state or national bank or trust company.
- (e) The performance deposit of the successful vendor shall be returned by the City upon completion of the contract and final acceptance of all items in accordance with conditions thereof.
- (f) Failure of successful vendor to perform any of the services required by this contract within **ten** days of receipt of written demand for performance from City, or failure of vendor to correct or replace defective goods or products within **ten** days from receipt of written demand therefore, shall constitute a total breach of this contract and shall cause this contract to terminate immediately upon the expiration of the ten day period. In

the event of such termination, the performance deposit shall be retained by the City of San Antonio as liquidated damages, based upon mutual agreement and understanding between vendor and City at the time this bid is solicited, submitted and accepted, that the City of San Antonio is a governmental agency engaged in public projects, and that the measurement of damages, which might result from a breach of the terms and specifications herein is difficult or impossible to determine. However, the Director of Purchasing & General Services with the concurrence of the City Manager, may return all or part of the performance deposit to the vendor if the Director determines, in the Director's sole discretion, that the failure to perform the conditions of this contract was the result of acts or events over which the vendor had no control. The determination shall then be final and binding on all parties.

16. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

17. BID RESULT REQUEST

Any party who wishes to be provided documents relating to the bid results shall make a request in writing. Pursuant to state law, the City may assess a fee in order to recoup the cost related to providing the requested information.

18. PATENTS/COPYRIGHTS

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

19. INDEMNITY

- (a) **CONTRACTOR** covenants and agrees to **FULLY INDEMNIFY** and **HOLD HARMLESS**, the **CITY** and the elected officials, employees, officers, directors, and representatives of the **CITY**, individually or collectively, from and against any and all costs, claims, liens, damages losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property damage, made upon the **CITY**, directly or indirectly arising out of resulting from or related to **CONTRACTOR'S** activities under this **CONTRACT**, including any acts or omissions of **CONTRACTOR**, any agent, officer, director, representative, employee, consultant or subcontractor of **CONTRACTOR**, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this **CONTRACT**, all without, however, waiving any governmental immunity available to the **CITY** under Texas Law and without waiving any defenses of the parties under Texas Law. The provisions of this **INDEMNIFICATION** are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. **CONTRACTOR** shall promptly advise the **CITY** in writing of any claim or demand against the **CITY** or **CONTRACTOR** known to **CONTRACTOR** related to or arising out of **CONTRACTOR'S** activities under this **CONTRACT** and shall see to the investigation and defense of such claim or demand at **CONTRACTOR'S** cost. The **CITY** shall have the right, at its option and at its own expense, to participate in such defense without relieving **CONTRACTOR** of any of its obligations under this paragraph.
- (b) It is the **EXPRESS INTENT** of the parties to this contract, that the **INDEMNITY** provided for in this section, is an **INDEMNITY** extended by **CONTRACTOR** to **INDEMNIFY**, **PROTECT** and **HOLD HARMLESS** the **CITY** from consequences of the **CITY'S OWN NEGLIGENCE**, provided however, that the **INDEMNITY** provided for in this section **SHALL APPLY** only when the **NEGLIGENT ACT** of the **CITY** is a **CONTRIBUTORY CAUSE** of the resultant injury, death, or damage, and shall have no

application when the negligent act of the **CITY** is the sole cause of the resultant injury, death, or damage. **CONTRACTOR** further **AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY**, any claim or litigation brought against the **CITY** and its elected officials, employees, officers, directors and representatives, in connection with any such injury, death, or damage for which this **INDEMNITY** shall apply, as set forth above.

20. INSURANCE

If required, specific insurance provisions will be included in bid specifications. An original, certified copy of an insurance certificate must be submitted within **ten** days from request. The successful vendor will be required to maintain, at all times during performance of the contract, the insurance detailed in bid specifications. Failure to provide this document may result in disqualification of bid.

21. ACCEPTANCE BY CITY

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

22. WARRANTY

The supplies or services furnished under this contract shall be covered by the most favorable commercial warranties given to any customer for same or similar supplies or services.

23. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders will be made in writing by the City of San Antonio Purchasing & General Services Department.

24. ASSIGNMENT

The successful vendor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of San Antonio Purchasing & General Services Department. Any such assignment or transfer shall not release vendor from all contractual obligations.

25. INTERLOCAL PARTICIPATION

- (a) The City may, from time to time, enter into Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as "Entity" or "Entities") to enhance the City's purchasing power. At the City's sole discretion and option, City may inform other Entities that they may acquire items listed in this Invitation for Bids (hereafter "IFB"). Such acquisition(s) shall be at the prices stated herein, and shall be subject to bidder's acceptance. Entities desiring to acquire items listed in this IFB shall be listed on a rider attached hereto, if known at the time of issuance of the IFB. City may issue subsequent riders after contract award setting forth additional

Entities desiring to utilize this bid. VENDOR shall sign and return any subsequently issued riders within **ten** calendar days of receipt.

- (b) In no event shall City be considered a dealer, remarketer, agent or other representative of Vendor or Entity. Further, City shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.
- (c) Entity purchase orders shall be submitted to Vendor by the Entity.
- (d) Vendor authorizes City's use of Vendor's name, trademarks and Vendor provided materials in City's presentations and promotions regarding the availability of use of this contract. The City makes no representation or guarantee as to any minimum amount being purchased by City or Entities, or whether Entity will purchase utilizing City's contract.

CITY WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, PAYMENT, AND FOR ANY ITEM ORDERED BY AN ENTITY OTHER THAN CITY.

26. QUESTIONS

Questions regarding interpretation of bids, bid results or bid awards should be directed to the Purchasing & General Services Department at (210) 207-7260 and referenced by bid number.

SPECIFICATIONS AND GENERAL REQUIREMENTS

PERIOD OF CONTRACT: Contract shall be for the period beginning upon award by City Council and terminating September 30, 2006.

The City of San Antonio reserves the right to extend the contract period for one additional (1) year period based on the initial bid submitted, upon mutual consent of the City of San Antonio and the contractor.

SCOPE:

The City of San Antonio is soliciting bids for a vendor to provide lawn maintenance service for several residential properties purchased. This service will include mowing, trimming, edging, and cleaning areas located in within the city limits of San Antonio, TX. The contractor shall furnish all labor, tools, equipment, materials, fuel and supplies necessary to perform the work specified herein.

STANDARD REQUIREMENTS:

- 1) Prospective bidders must prove beyond any doubt to the City Purchasing Manager that they are duly qualified, capable, bondable, etc. to fulfill and abide by the specifications herein listed.
- 2) When contractor cannot abide by terms and conditions in fulfilling the contract, contractor must supply service or supplies from other sources at the contract price. If contractor delays in the above, the City reserves the right to purchase on the open market and charge contractor the difference between contract price and the purchase price.
- 3) The annual contract shall include the following terms and conditions:
 - a. An annual contract purchase order will be issued for each City agency authorized to place orders against this annual contract. This contract purchase order will not list individual items or prices. Vendor must have the Contract Purchase Order before making any delivery. Payment will be made by the City on a monthly basis.
 - b. All invoices must be submitted in duplicate and show each purchase order number and corresponding City agency. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All items must show unit prices or otherwise specified. If prices are based on discounts from list, then list prices, discounts in terms of percentage, and net prices must be shown. If prices are based on list prices basis, then the list prices, the "plus" in terms of percentage, and net unit prices, extensions and net total prices must be shown. In connection with any term discount offered, time will be computed from the first of the month following receipt of supplies or services, or a correct invoice. Payment is deemed to be made on the date of mailing of the check. (Paragraph 9B on the Terms and Conditions of Invitations for Bids is hereby deleted.)
 - c. Bidders' facilities and equipment will be a determining factor in making the bid award. All bidders may be subject to inspection of their facilities and equipment.
- 4) Prices must remain firm for the duration of the contract period.
- 5) The City reserves the right to extend the term of the contract in 30 day increments, not to exceed 90 days total with written notice to the vendor; provided, that the City shall give the vendor a preliminary written notice of its intent to extend at least 10 days before the contract expires. The preliminary notice does not commit the City to an extension.
- 6) THE CITY OF SAN ANTONIO WILL MAKE AWARD TO ONE FIRM ONLY.

GENERAL CONDITIONS:

- 1) The contractor shall furnish all labor, fuel, tools, equipment, materials and supplies necessary to complete the work.
- 2) The contractor shall perform all work in a superior manner, and in conformance with the City of San Antonio specifications. Contractor may be subject to a site visit, and performance evaluations to ensure contract specifications are met throughout the contract period.
- 3) The contractor must be an established company providing this type of service. Contractor must include with bid a list of three companies or clients that are currently receiving its lawn service. Bids submitted without required documentation may be subject to rejection.

- 4) The contractor shall bill the City of San Antonio at the end of each month. Contractor must furnish an invoice for work performed. Invoice must be signed by the Public Works Department, Storm Water Operations Division designated representative.
- 5) Mowing or trimming shall not be done with non emission-compliant equipment on Air Quality Health Alert Days. Equipment designated as emission-compliant shall be approved by the Environmental Services Department. The contact person is: Liza Meyer, (210) 207-6449.
- 6) Vendors should make a site visit to each location before submitting bids in order to familiarize themselves with work to be performed at each area.
- 7) The City of San Antonio reserves the right to cancel the contract, or any work in progress, due to non-satisfactory performance or if the vender is found to be in violation of the terms and conditions and/or is non responsive.
- 8) Vendor shall provide a maintenance schedule upon award. Canceled scheduled mowing due to inclement weather will be re-scheduled with the Department of Public Works; Storm Water Operations Division designated representative.
- 9) Some areas are located within a residential area and the use of power equipment shall not be used prior to 8:30 am.
- 10) Gasoline mowing equipment shall not be used on Air Quality Health Alert days.
- 11) Contractor shall report all graffiti to the GRAFFITI HOTLINE at 311.

INSURANCE REQUIREMENTS:

The contractor shall maintain, for the duration of this agreement and any extensions or renewals hereof, insurance by a company or companies qualified to do business in the State of Texas, and rated A- or better by A.M. Best Company and/or otherwise acceptable to the City, in the following types and amounts:

Type	Amount
*Workers Compensation Employer's Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
Commercial General (public) Liability Insurance to include coverage for the following: a. Premises operations b. Independent contractors c. Products/completed operations d. Personal Injury e. Contractual Liability f. Broad form property damage, to include fire legal liability	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage (f) \$50,000
Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence

Contractor agrees that with respect to the above required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

- Name the City and its officers, employees, volunteers, and elected representatives as additional insureds as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.
- *Any alternate workers compensation employer's liability insurance plan submitted by the vendor must be approved by the City's Risk Management Dept.

Contractor shall provide the City with 30 days advance notice, in writing, of cancellation or material change in coverage.

SCHEDULE:

Approximately 14 to 17 cycles

Approximate dormant season: November through – March – One cycle per month minimum.

Approximate growing season: April through October – One cycle every three-week period minimum.

Note: Indicated seasons are approximate and are dependent upon variable environmental conditions.

SCOPE OF WORK:

- 1) Inspect and clear areas by removing cans, glass, paper and other debris before mowing, edging and trimming.
- 2) All sidewalks, walkways, driveways and parking lots will be cleaned of any materials or plant debris caused while performing services to property in compliance with the Texas Pollution Discharge Elimination System (TPDES) Best Management Practices (BMP) standards and criteria.
- 3) Contractor is responsible for the proper disposal of trash, plant debris, and trimmings. These materials are to be removed from properties by contractor and placed at a general location in front of one property along with items illegally dumped on property. Contractor will then call the Public Works Department, Storm Water Operations Division designated representative at: (210) 220-1865 during the hours of 8:00 AM–5:00 PM Tuesday–Thursday to inform him/her of this placement for removal by City Forces.
- 4) Trim and edge along curbs, sidewalks and fences. All tree canopies are to be maintained at a minimum of eight feet (8') in height.
- 5) The contractor shall mow, as close as possible, to all fixed objects exercising extreme care not to damage fences, trees, plants, shrubs, signs, water faucets, valves or other fixtures. The Contractor, at his expense, will be responsible for any damages to fences, trees, plants, etc. Hand/string trimming around such objects shall be required.
- 6) Grass will be mowed and maintained at the following cutting height: 3". Contractor is to ensure that vegetation does not exceed a maximum height of 12" by City Code.
- 7) Mowing will be within designated fence lines or property lines, to include curb lines.

- 8) The areas around all utility poles will be kept free of all plants (weeds) and any shrubbery, which may grow around them.
- 9) Any special additional mowing will be scheduled in advance with contractor by the authorized City representative.
- 10) The City of San Antonio reserves the right to include additional properties of similar condition for lawn maintenance at the negotiated per-acre per-cut price as requested by the Purchasing Manager.

SITE EXAMINATION:

The contractor shall familiarize himself/herself with the site and be held to have examined the same and be satisfied as to the extent of the work and as to the conditions under which he/she will be obligated to perform the work or that will in any manner affect the work under this contract. Contact Public Works Department, Storm Water Operations Division designated representative at (210) 220-1865 during the hours of 8:00 AM – 5:00 PM Tuesday – Thursday to schedule a site examination. Contact Jesse Martinez at 207-4043 for any assistance regarding invitation for bid.

LOCATIONS

Note: Locations listed below, that do not yet have established foliage cover, may be substituted with other properties.

PRICE SCHEDULE

#	STREET	SQ. FT.	ACRES	COMMUNITY	PRICE PER LOCATION
6185	HOLLYHOCK	27001.97	0.619900	FRENCH CREEK	
7730	TIPPIT TRL	12990.96	0.298230	FRENCH CREEK	
7731	TIPPIT TRL	15462.08	0.354961	FRENCH CREEK	
8190	VERDE RD N	75416.86	1.731300	FRENCH CREEK	
8251	VERDE RD N	181154.29	4.158700	FRENCH CREEK	
8094	VERDE RD S	163775.40	3.759760	FRENCH CREEK	
8107	VERDE RD S	102986.76	2.364251	FRENCH CREEK	

8226	VERDE RD S	149030.12	3.421261	FRENCH CREEK	
8324	VERDE RD S	267636.91	6.144090	FRENCH CREEK	
6517	CEDAR LN	6775.92	0.155550	MOBILE CITY	
19845	LEON CREEK	9333.17	0.214260	MOBILE CITY	
19885	LEON CREEK	5604.07	0.128650	MOBILE CITY	
19905	LEON CREEK	6218.37	0.142750	MOBILE CITY	
19925	LEON CREEK	7631.98	0.175200	MOBILE CITY	
19965	LEON CREEK	12885.69	0.295800	MOBILE CITY	
20045	LEON CREEK	13007.91	0.298600	MOBILE CITY	
20065	LEON CREEK	6284.95	0.144300	MOBILE CITY	
20085	LEON CREEK	6402.73	0.146980	MOBILE CITY	
20105	LEON CREEK	9694.32	0.222550	MOBILE CITY	
20110	LEON CREEK	10959.06	0.251500	MOBILE CITY	
20130	LEON CREEK	8838.16	0.020280	MOBILE CITY	
20165	LEON CREEK	7191.27	0.165000	MOBILE CITY	
20170	LEON CREEK	7985.30	0.000000	MOBILE CITY	
20185	LEON CREEK	12610.24	0.289500	MOBILE CITY	
20205	LEON CREEK	6565.09	0.150700	MOBILE CITY	
20210	LEON CREEK	7064.36	0.162100	MOBILE CITY	
20225	LEON CREEK	6922.16	0.158900	MOBILE CITY	
20230	LEON CREEK	7354.66	0.168800	MOBILE CITY	
20250	LEON CREEK	7768.59	0.178300	MOBILE CITY	
20270	LEON CREEK	6659.21	0.152900	MOBILE CITY	
20285	LEON CREEK	6251.81	0.143500	MOBILE CITY	
20305	LEON CREEK	5844.87	0.134200	MOBILE CITY	
20310	LEON CREEK	7067.70	0.162300	MOBILE CITY	
20350	LEON CREEK	8892.83	0.204100	MOBILE CITY	
19945	LEON CREEK	6217.55	0.142735	MOBILE CITY	
20325	LEON CREEK	6434.84	0.147700	MOBILE CITY	
19825	SHADY LANE	6022.86	0.138300	MOBILE CITY	
19850	SHADY LANE	6824.54	0.156700	MOBILE CITY	
20010	SHADY LANE	13876.73	0.318600	MOBILE CITY	
20110	SHADY LANE	6928.17	0.159000	MOBILE CITY	
9510	MORAGA	7549.62	0.173315	GARDEN COURT	
9514	MORAGA	6979.15	0.160219	GARDEN COURT	
9518	MORAGA	6921.22	0.158889	GARDEN COURT	
9602	MORAGA	7092.95	0.162832	GARDEN COURT	
9606	MORAGA	7100.97	0.163016	GARDEN COURT	
9610	MORAGA	7015.30	0.161049	GARDEN COURT	
9614	MORAGA	7273.11	0.166968	GARDEN COURT	
9702	MORAGA	7090.65	0.162779	GARDEN COURT	
9706	MORAGA	7222.67	0.165810	GARDEN COURT	
9710	MORAGA	6901.35	0.158433	GARDEN COURT	
9714	MORAGA	9534.66	0.218886	GARDEN COURT	
9718	MORAGA	8441.69	0.193795	GARDEN COURT	
9722	MORAGA	8908.41	0.204509	GARDEN COURT	
9726	MORAGA	14850.63	0.340924	GARDEN COURT	
5201	MARCONI	6644.65	0.153000	WESTERN PARK	
254	NORIEGA	10304.52	0.236500	WESTERN PARK	
258	NORIEGA	12678.14	0.291000	WESTERN PARK	

262	NORIEGA	15235.84	0.350000	WESTERN PARK	
302	NORIEGA	7879.26	0.180800	WESTERN PARK	
306	NORIEGA	8242.77	0.189000	WESTERN PARK	
310	NORIEGA	7144.48	0.164000	WESTERN PARK	
314	NORIEGA	6638.90	0.152000	WESTERN PARK	
402	NORIEGA	6611.33	0.152000	WESTERN PARK	
406	NORIEGA	6181.25	0.142000	WESTERN PARK	
410	NORIEGA	5626.95	0.130000	WESTERN PARK	
414	NORIEGA	6499.12	0.150000	WESTERN PARK	
418	NORIEGA	6119.94	0.140000	WESTERN PARK	
422	NORIEGA	7381.47	0.169000	WESTERN PARK	
5202	RUBIDOUX	10962.97	0.252000	WESTERN PARK	
5203	RUBIDOUX	8663.37	0.199000	WESTERN PARK	
16606	LEDGESTONE	28756.66	0.660200	KENT WOOD	
1803	PIPESTONE	22006.53	0.505200	KENT WOOD	
1811	PIPESTONE	48236.55	1.107359	KENT WOOD	
16606	SPRINGHILL	15951.22	0.366190	KENT WOOD	
3823	BELGIUM	6778.34	0.155609	MEADOW VIEW & WILLOW WOOD	
3829	BELGIUM	7421.90	0.170383	MEADOW VIEW & WILLOW WOOD	
3831	BELGIUM	10219.11	0.234598	MEADOW VIEW & WILLOW WOOD	
722	TIMILO	8734.09	0.205070	MEADOW VIEW & WILLOW WOOD	
723	TIMILO	7481.77	0.171758	MEADOW VIEW & WILLOW WOOD	
726	TIMILO	8741.60	0.200680	MEADOW VIEW & WILLOW WOOD	
727	TIMILO	7473.39	0.171565	MEADOW VIEW & WILLOW WOOD	
802	TIMILO	8753.00	0.200941	MEADOW VIEW & WILLOW WOOD	
803	TIMILO	7433.22	0.170643	MEADOW VIEW & WILLOW WOOD	
806	TIMILO	8774.51	0.201435	MEADOW VIEW & WILLOW WOOD	
807	TIMILO	7471.23	0.171516	MEADOW VIEW & WILLOW WOOD	
810	TIMILO	8753.00	0.200941	MEADOW VIEW & WILLOW WOOD	
811	TIMILO	7412.15	0.170160	MEADOW VIEW & WILLOW WOOD	
814	TIMILO	8732.09	0.200461	MEADOW VIEW & WILLOW WOOD	
815	TIMILO	7409.51	0.170099	MEADOW VIEW & WILLOW WOOD	
818	TIMILO	8786.23	0.201704	MEADOW VIEW & WILLOW WOOD	
819	TIMILO	7361.61	0.168999	MEADOW VIEW & WILLOW WOOD	
822	TIMILO	8764.51	0.201205	MEADOW VIEW & WILLOW WOOD	
823	TIMILO	7409.51	0.170099	MEADOW VIEW & WILLOW WOOD	
826	TIMILO	9191.35	0.211004	MEADOW VIEW & WILLOW WOOD	
827	TIMILO	7551.18	0.173351	MEADOW VIEW & WILLOW WOOD	
0	BABCOCK	19921.22	0.457300	VALLEY VIEW	
0	BABCOCK	18429.13	0.000000	VALLEY VIEW	
13223	DANVERS	8246.38	0.189300	VALLEY VIEW	
13227	DANVERS	7827.83	0.179700	VALLEY VIEW	
13228	DANVERS	9878.85	0.226800	VALLEY VIEW	
13231	DANVERS	7467.49	0.171400	VALLEY VIEW	
13307	DANVERS	21998.39	0.505000	VALLEY VIEW	
13315	DANVERS	7357.24	0.168899	VALLEY VIEW	
13319	DANVERS	6938.73	0.159291	VALLEY VIEW	
13323	DANVERS	6543.50	0.150218	VALLEY VIEW	
13405	DANVERS	6650.11	0.152666	VALLEY VIEW	
13411	DANVERS	21815.33	0.500811	VALLEY VIEW	

13415	DANVERS	7572.05	0.173800	VALLEY VIEW	
13226	DIME	6839.07	0.157003	VALLEY VIEW	
13230	DIME	6734.25	0.154597	VALLEY VIEW	
13233	DIME	16225.05	0.372500	VALLEY VIEW	
13234	DIME	6839.07	0.157003	VALLEY VIEW	
13302	DIME	6826.97	0.156726	VALLEY VIEW	
13303	DIME	14026.59	0.322000	VALLEY VIEW	
13306	DIME	6826.48	0.156714	VALLEY VIEW	
13310	DIME	6782.32	0.155701	VALLEY VIEW	
13311	DIME	8420.23	0.193302	VALLEY VIEW	
13314	DIME	6878.42	0.157907	VALLEY VIEW	
13318	DIME	6737.95	0.154682	VALLEY VIEW	
13319	DIME	14928.82	0.342719	VALLEY VIEW	
13322	DIME	6904.14	0.158497	VALLEY VIEW	
13326	DIME	6816.15	0.156477	VALLEY VIEW	
13330	DIME	7030.33	0.161300	VALLEY VIEW	
13334	DIME	6683.53	0.153433	VALLEY VIEW	
7311	GLAZE	7461.49	0.171300	VALLEY VIEW	
7315	GLAZE	7710.67	0.177000	VALLEY VIEW	
7310	GLENNEY	7307.99	0.168000	VALLEY VIEW	
7311	GLENNEY	7110.13	0.163200	VALLEY VIEW	
7314	GLENNEY	7027.59	0.161000	VALLEY VIEW	
7315	GLENNEY	6819.48	0.156500	VALLEY VIEW	
7318	GLENNEY	7192.74	0.165000	VALLEY VIEW	
7319	GLENNEY	7294.61	0.167000	VALLEY VIEW	
7322	GLENNEY	7320.00	0.168000	VALLEY VIEW	
7323	GLENNEY	7426.14	0.170000	VALLEY VIEW	
7327	GLENNEY	7064.26	0.162200	VALLEY VIEW	
7328	GLENNEY	7958.85	0.182700	VALLEY VIEW	
7347	GLENNEY	13377.48	0.307105	VALLEY VIEW	
13411	GLIDDEN	4947.06	0.113600	VALLEY VIEW	
13415	GLIDDEN	6442.99	0.147900	VALLEY VIEW	
13419	GLIDDEN	9848.63	0.226100	VALLEY VIEW	
13427	GLIDDEN	11271.37	0.258755	VALLEY VIEW	
13431	GLIDDEN	7156.47	0.164290	VALLEY VIEW	
13435	GLIDDEN	7169.89	0.164598	VALLEY VIEW	
13436	GLIDDEN	6214.46	0.142700	VALLEY VIEW	
13439	GLIDDEN	14257.33	0.327303	VALLEY VIEW	
13502	GLIDDEN	9045.41	0.207700	VALLEY VIEW	
13523	GLIDDEN	38001.45	0.872393	VALLEY VIEW	
13527	GLIDDEN	10195.99	0.234100	VALLEY VIEW	
13531	GLIDDEN	8191.17	0.188000	VALLEY VIEW	
13603	GLIDDEN	8953.75	0.205550	VALLEY VIEW	
13607	GLIDDEN	12122.36	0.278300	VALLEY VIEW	
13611	GLIDDEN	12293.45	0.282200	VALLEY VIEW	
7314	HAUSMAN RD	7027.59	0.161000	VALLEY VIEW	
7318	HAUSMAN RD	7192.74	0.165000	VALLEY VIEW	
7322	HAUSMAN RD	7263.72	0.167000	VALLEY VIEW	
7326	HAUSMAN RD	7108.77	0.163200	VALLEY VIEW	
7330	HAUSMAN RD	7191.31	0.165000	VALLEY VIEW	

7346	HAUSMAN RD	12851.66	0.295000	VALLEY VIEW	
7321	NICKLE	8472.59	0.194500	VALLEY VIEW	
7324	NICKLE	37920.02	0.870500	VALLEY VIEW	
7329	NICKLE	13246.76	0.304100	VALLEY VIEW	
7337	NICKLE	6766.59	0.155300	VALLEY VIEW	
7346	NICKLE	10351.01	0.237600	VALLEY VIEW	
7333	NICKLE ST	6680.58	0.153400	VALLEY VIEW	
2520	MCNUTT	6838.77	0.1569974	GREEN ACRES	
2606	MCNUTT	8398.87	0.192800	GREEN ACRES	

Additional Properties:

PRICE: \$ _____ PER ACRE

SOLICITATION QUESTIONNAIRE

The City of San Antonio Purchasing and General Services Department constantly strives to improve competitive bidding with historically underutilized enterprises. In order to facilitate these improvements, we would like to know how you were informed that this Invitation for Bid was active and how you may have received a copy of the document.

How did you learn of this bid opportunity?

Direct Contact with Purchasing & General Services	<input type="checkbox"/>
City of San Antonio Website (www.sanantonio.gov)	<input type="checkbox"/>
Bid notification service (i.e. Demandstar)	<input type="checkbox"/>
Newspaper or trade publication	<input type="checkbox"/>
City Information Cable Channel 21	<input type="checkbox"/>
Another Vendor or Supplier	<input type="checkbox"/>
Other Means: Describe _____	<input type="checkbox"/>

How did you obtain your copy of the Bid Document?

Direct Contact with Purchasing & General Services

Via Email ☐ Via Fax ☐ In Person ☐

City of San Antonio Website (www.sanantonio.com) ☐

Bid notification service (i.e. Demandstar)

Via Email ☐ Via Fax ☐ In Person ☐

Other Means: Describe _____ ☐

Note: Questionnaire to accompany bid submittal

IMPORTANT MAILING INSTRUCTIONS:

MAIL TO: CITY CLERK
P.O. BOX 839966
SAN ANTONIO, TX 78283-3966

PHYSICAL ADDRESS: CITY CLERK
CITY HALL (COMMERCE ST. & FLORES ST.)
100 MILITARY PLAZA, 2ND FLOOR
SAN ANTONIO, TEXAS 78205

MARK ENVELOPE: "BID TO FURNISH LAWN MAINTENANCE FOR FLOOD BUYOUT
PROPERTIES"
BIDS TO BE OPENED: 2:00 PM MAY 20, 2005
BID NO.:A1029-06

REMARKS: